

07-10-1998

LY *nrtd/20/98*



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To the Honorable Commissione

the attached original documents or copy thereof.

MCD 6-15-98

1. Name of conveying party(ies):
Market Metrics, Inc.

- Individual(s)
- General Partnership
- Corporation-State DE
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: _____

2. Name and address of receiving party(ies)

Name: VNU/SRDS Management Co., Inc.

Internal Address: 1700 W. Higgins Rd.

Street Address: _____
City: Des Plaines State: IL ZIP: _____

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State DE
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

none

B. Trademark Registration No.(s)

See Attached

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Mark Borino

Internal Address: VNU USA, INC.

Street Address: 1515 Broadway

City: New York State: NY ZIP: 10036

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41)..... \$ 65.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

2/11/1998 VNU/DM 00000299 1448822 40.00 00

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.
Market Metrics, Inc.

by: James A. Ross, Secretary
Name of Person Signing

[Signature]
Signature

6/9/98
Date

Total number of pages including cover sheet, attachments, and document: 13

Mail documents to be recorded with required cover sheet information to
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

OCT 20 '95 08:42

TRADEMARK
REEL: 1750 FRAME: 036

CONTINUATION OF ITEM 4
page 1 of 1

B. Trademark Registrations:

Mark	Reg. No.	Reg. Date	Class
SUPERMARKET SOLUTIONS	1,448,822	7/21/87	35
SUPERMARKET SOLUTIONS	1,538,032	5/9/89	9

reel # 0764, frames 694-696

FORM PTO-1584 (Rev. 5-83) OMB No. 0851-0011 (exp. 4/94)

02-18-1998

R SHEET U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

LY nurd/20/98

Tab settings

To the Honorable Commissioner

record the attached original documents or copy thereof.

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Market Metrics, Inc.

2. Name and address of receiving party(ies)

Name: VNU/SRDS Management Co., Inc.

Internal Address: 1700 W. Higgins Rd.

- Individual(s)
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- Limited Partnership

Street Address:

City: Des Plaines State: IL ZIP:

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A. Trademark Application No.(s)

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B. Trademark Registration No.(s)

See Attached

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Name: Mark Borino

Internal Address: VNU USA, INC.

Street Address: 1515 Broadway

City: New York State: NY ZIP: 10036

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

02/17/1998 VBRMMH 00000299 1440022 40.00 DP 01 Feb 1998

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Market Metrics, Inc.

by: James A. Ross, Secretary Name of Person Signing

Signature

1/15/97

Date

Total number of pages including cover sheet, attachments, and document: 13

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

INTELLECTUAL PROPERTY CONVEYANCE AGREEMENT

BY AND BETWEEN

MARKET METRICS, INC.

AND

VNU/SRDS MANAGEMENT CO., INC.

DATED AS OF FEBRUARY 5th, 1997

TRADEMARK

REEL: 1750 FRAME: 0372

INTELLECTUAL PROPERTY CONVEYANCE AGREEMENT

THIS INTELLECTUAL PROPERTY CONVEYANCE AGREEMENT ("Agreement") is made and entered into as of February 5th, 1997, by and between Market Metrics, Inc., a Delaware corporation ("MM") and VNU/SRDS Management Co., Inc., a Delaware corporation, ("VNU/SRDS").

RECITALS:

WHEREAS, MM desires to convey certain intellectual property assets to VNU/SRDS in connection with a corporate restructuring; and

WHEREAS, VNU/SRDS desires to acquire such intellectual property assets;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties hereto agree as follows:

ARTICLE I

Definitions

The following definitions shall for all purposes, unless otherwise clearly indicated to the contrary, apply to the terms used in this Agreement:

1.1 "Assets" means all of MM's right, title and interest in and to the trademarks, tradenames and service marks identified on Exhibit A and any pending registration applications therefor, whether or not listed on Exhibit A.

1.2 "Liabilities" means, with respect to the Assets being transferred pursuant to this Agreement, all of MM's liabilities, duties and obligations of every kind, character and description, whether known or unknown and whether accrued or contingent related to those Assets, including those liabilities listed in Exhibit B.

ARTICLE II

Conveyances

2.1 **Conveyance.** Subject to Sections 2.2 and 2.3 below, MM hereby grants, bargains, sells, conveys, assigns, transfers and delivers all of the Assets to VNU/SRDS and VNU/SRDS hereby accepts such Assets, at and as of February 5th, 1997. The Assets are conveyed by MM to VNU/SRDS and its successors and assigns, to and for their own use, together with all rights and

appurtenances related thereto, including the right to license such Assets to third parties. VNU/SRDS hereby acknowledges that MM may have granted non-exclusive, licenses to use certain of the Assets to third parties and VNU/SRDS acquires the Assets subject to the terms of such licenses.

2.2 Third Party Consent. If the conveyance and assignment attempted to be made hereunder of any Asset would be ineffective as between MM and VNU/SRDS without the consent of any third person, or would serve as a cause for terminating or invalidating any Asset or would cause or serve as a cause for the loss of ownership thereof, then such Asset is temporarily excluded from the aforesaid conveyance and assignment. However, MM shall, to the greatest extent permitted, hold such Asset for the use and benefit of VNU/SRDS until such consent has been obtained. Upon the obtaining of such consent, no further conveyance or assignment shall be required, but full and complete title to such Asset shall automatically become vested in VNU/SRDS by virtue of and subject to the terms of this Conveyance Agreement.

2.3 Non-exclusive License. MM hereby retains for itself a non-exclusive, worldwide, royalty-free license, without right to sublicense, to use the Assets for its business. The license granted herein to MM shall terminate if at any time MM becomes insolvent by reason of inability to pay debts as they become due or if MM makes an assignment for the benefit of creditors or any admission of inability to pay obligations as they become due.

2.4 Grant of License to Improvements. VNU/SRDS hereby grants to MM a non-exclusive, worldwide, royalty-free license, without right to sublicense, to use any improvements or substitutions to the Assets. The license granted herein to MM shall terminate if at any time MM becomes insolvent by reason of inability to pay debts as they become due or if MM makes an assignment for the benefit of creditors or any admission of inability to pay obligations as they become due.

ARTICLE III

Assumption of Liabilities

VNU/SRDS hereby assumes and agrees to perform and fully discharge all of the Liabilities. VNU/SRDS hereby agrees to indemnify, defend and hold harmless MM, its successors and assigns, of and from any and all costs, liabilities and expense, including court costs and attorneys' fees, arising from or connected with the Liabilities hereby assumed.

ARTICLE IV

Warranties

ALL SALES, CONVEYANCES, ASSIGNMENTS, TRANSFERS AND DELIVERIES TO BE MADE HEREUNDER WILL BE MADE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND (INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY OF TITLE). ALL ASSETS, RIGHTS AND BUSINESSES TO BE SOLD, CONVEYED, ASSIGNED, TRANSFERRED AND DELIVERED HEREUNDER WILL BE SOLD, CONVEYED, ASSIGNED, TRANSFERRED AND DELIVERED "AS IS", AND MM EXPRESSLY DISCLAIMS ANY WARRANTIES OF CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. This Agreement is made, however, with full rights of substitution and subrogation of VNU/SRDS in and to all covenants, warranties and other rights of indemnification by others heretofore given or made with respect to any of the Assets.

ARTICLE V

Sales Taxes and Recording Fees

The Parties agree that VNU/SRDS shall pay all sales, use and similar taxes arising out of the conveyances to be made hereunder, and shall pay all documentary, filing and recording fees required in connection therewith.

ARTICLE VI

Further Assurances

From time to time after the date hereof, and without any further consideration, MM will execute and deliver such instruments of conveyance, assignment, transfer and delivery, and take such other action, as VNU/SRDS may reasonably request in order more effectively to vest in VNU/SRDS beneficial and record title to the Assets to be conveyed and assigned hereunder or intended so to be and to put VNU/SRDS in actual possession and operating control of such Assets. After the date hereof, MM agrees to use its best efforts to obtain, without additional cost to VNU/SRDS, any and all consents and approvals that may be necessary to vest or confirm title to all the Assets in VNU/SRDS.

ARTICLE VII

Power of Attorney

MM does hereby constitute and appoint VNU/SRDS, its successors and assigns, the true and lawful attorney of MM with full power of substitution for it and in its name, place and stead or otherwise but on behalf of MM, its successors and assigns, and for the benefit of VNU/SRDS, its successors and assigns, to demand and receive from time to time any and all

Assets hereby conveyed and assigned or intended so to be and to execute in the name of MM. its successors and assigns, deeds, assignments and other instruments of further assurance and to give receipts and releases in respect of the same, and from time to time to institute and prosecute in the name of MM for the benefit of VNU/SRDS, as may be appropriate. any and all proceedings at law, in equity or otherwise which VNU/SRDS, its successors and assigns, may deem proper in order to collect, assert or enforce any claims, rights or title of any kind in and to the Assets hereby conveyed and assigned or intended so to be, and to defend and compromise any and all actions, suits or proceedings in respect of any of said Assets and to do any and all such acts and things in furtherance of this Agreement as VNU/SRDS, its successors or assigns, shall deem advisable. MM hereby declares that the appointment hereby made and the powers hereby granted are coupled with an interest and are and shall be irrevocable and perpetual and shall not be terminated by any act of MM or its successors or assigns or the operation of law.

ARTICLE VIII

Miscellaneous

8.1 Independent Contractor. Nothing herein shall be construed or deemed to create a joint venture, contract of employment or partnership.

8.2 Notices. Any notice, request, consent or communication (collectively a "Notice") under this Agreement shall be effective only if it is in writing and (a) personally delivered, (b) sent by certified or registered mail, return receipt requested, postage prepaid, (c) sent by a nationally recognized overnight delivery service, with delivery confirmed, or (d) telexed or telecopied, with receipt confirmed, addressed as follows:
follows:

If to MM:

Market Metrics, Inc.
1857 William Penn Way
Lancaster, PA 17601
Attention: President

If to VNU/SRDS:

VNU/SRDS Management Co., Inc.
1700 W. Higgins Road
Des Plains, IL 60018
Attention: President

or to such other address or addresses as shall be furnished in writing by any party to the other party. A Notice shall be deemed to have been given as of the date when (i) personally delivered, (ii) three days after when deposited with the United States mail properly addressed, (iii) the next

day when delivered during business hours to said overnight delivery service, properly addressed and prior to such delivery service's cutoff time for next day delivery, or (iv) when receipt of the telex or telecopy is confirmed, as the case may be, unless the sending party has actual knowledge that a Notice was not received by the intended recipient.

8.3 Assignment. Either party hereto shall have the right to assign this Agreement only to (i) any successor assignee of such party that may result from any merger, consolidation or reorganization or (ii) another corporation that acquires all or substantially all of such party's assets, business and liabilities.

8.4 Heading. Section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

8.5 Entire Agreement: Modification. This Agreement contains the complete expression of the agreement between the parties with respect to the matters addressed herein and there are no promises, representations, or inducements except as herein provided. The terms and provisions of this Agreement may not be modified, supplemented or amended except in writing signed by both parties hereto. All terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective successors and permitted assigns of the parties hereto.

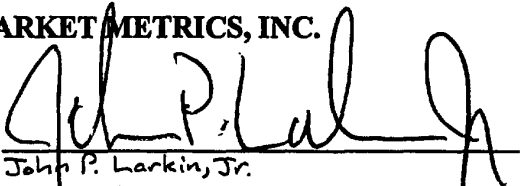
8.6 No Waiver. Failure by either party hereto to enforce at any time or for any period of time any provision or right hereunder shall not constitute a waiver of such provision or of the right of such party thereafter to enforce each and every such provision.

8.7 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of Illinois. The prevailing party in any litigation concerning this Agreement shall be entitled to reimbursement of its reasonable costs, including legal and accounting fees, incurred in connection with any such matter.

8.8 Counterparts. This Agreement may be executed in any number of counterparts, all of which together shall constitute one agreement binding on the parties hereto.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the date first above written.

MARKET METRICS, INC.

by 
John P. Larkin, Jr.
title President

VNU/SRDS MANAGEMENT CO., INC.

by Christopher Lehman

title President

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the date first above written.

MARKET METRICS, INC.

by John P. Larkin, Jr.
title President

VNU/SRDS MANAGEMENT CO., INC.

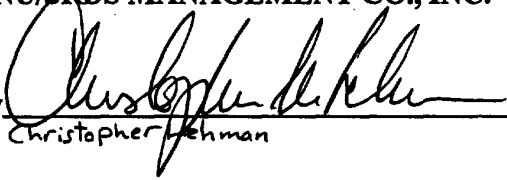
by 
title President

EXHIBIT A

LIST OF MARKET METRICS, INC. ASSETS

B. Trademark Registrations:

Mark	Reg. No.	Reg. Date	Class
SUPERMARKET SOLUTIONS	1,448,822	7/21/87	35
SUPERMARKET SOLUTIONS	1,538,032	5/9/89	9

reel # 0764, frames 694-696

EXHIBIT B

LIST OF MARKET METRICS, INC. LIABILITIES

NONE.